

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 20150576		PAGE 1 OF 30	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER MCC-15-RFQ-0122	
6. SOLICITATION ISSUE DATE 09-02-2015		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ayla-Rebeka Brooks		b. TELEPHONE NO. (No Collect Calls)	
8. OFFER DUE DATE/LOCAL TIME 09-09-2015		9. ISSUED BY Millennium Challenge Corporation Contracts and Grants Management Division 875 15th St, NW Suite 200 Washington DC 20005		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541613 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
Millennium Challenge Corporation CGM 875 Fifteenth St., NW Washington DC 20005		Millennium Challenge Corporation Contracts and Grants Management Division 875 15th St., NW Suite 200 Washington DC 20005					
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
To All Quoters				Interior Business Center Interior Business Center M/S D-2773 7301 West Mansfield Avenue Lakewood CO 80235-2230			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Request for Quotes MCC-15-RFQ-0122 is for CPA Messaging Activity						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Taylor Wolf		31c. DATE SIGNED	

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	4
B.1 PURPOSE.....	4
B.2 CONTRACT TYPE	4
B.3 SCHEDULE OF SERVICES AND PAYMENT SCHEDULE	4
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	5
C.1 INTRODUCTION.....	5
C.2 BACKGROUND	5
MCC has a requirement for a contractor to provide message development services and media training on the developed messaging for the MCC CEO and Deputy CEO.	5
C.3 SCOPE OF WORK and TASKS	5
SECTION E - INSPECTION AND ACCEPTANCE.....	6
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	6
E. 2 Deliverables Acceptance Criteria.....	6
SECTION F - DELIVERIES OR PERFORMANCE	7
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	7
F.2 PERIOD OF PERFORMANCE AND LEVEL OF EFFORT.....	7
F.3 TRAVEL REQUIREMENTS.....	7
F.4 PLACE OF PERFORMANCE.....	7
F.5 DELIVERABLES.....	7
SUMMARY of DELIVERABLES AND ESTIMATED SCHEDULE	7
F.6 MCC TECHNICAL DIRECTION	7
SECTION G - CONTRACT ADMINISTRATION DATA.....	9
G.1 MCC 52.201-70 Contracting Officer's Representative (COR) and/or Project Monitor (PM) (JULY 2012)	9
G.2 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013).....	9
G.3 ACCEPTANCE AND APPROVAL	10
SECTION H - SPECIAL CONTRACT REQUIREMENTS	11
H.1 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012).....	11
H.2 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012).....	12
H.3 MCC 52.232-73 Travel Reimbursement (MAY 2013).....	12
H.4 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY.....	14
H.5 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS	14
H.6 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARs) REGISTRATION (AUG 2011)	14

SECTION I - CONTRACT CLAUSES	15
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	15
I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2014)	16
I.3 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).....	22
I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013).....	22
I.5 52.227-23 RIGHTS TO QUOTE DATA (TECHNICAL) (JUN 1987).....	222
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	233
SECTION J - LIST OF ATTACHMENTS	233
J.1 ATTACHMENT 1: SAMPLE PRICE TEMPLATE.....	233
PART IV - REPRESENTATIONS AND INSTRUCTIONS.....	244
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF QUOTERS.....	244
FAR 52.204-19 - INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS.....	244
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	255
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	255
L.2 52.216-1 TYPE OF CONTRACT (APR 1984)	255
L.3 52.233-2 SERVICE OF PROTEST (SEP 2006).....	255
L.4 ELIGIBILITY REQUIREMENTS	255
L.5 RFQ FORMAT	255
L.6 ELECTRONIC COPY SUBMISSION	266
L.7 PROPOSAL PREPARATION & INSTRUCTIONS	266
L.7.1 GENERAL INSTRUCTIONS.....	266
L.7.2 Volume I – Technical Capability	266
All personnel must be identified at the time of award due to the short period of performance.	277
L.7.3 Volume II - Past Performance (max 5 pages).....	277
L.7.4 Volume III – Business Proposal	277
(a) Part 1 - Standard Form (SF) 1449	277
(b) Part 2 - Proposed Prices	27
L.8 PROPOSAL SUBMISSION INSTRUCTIONS.....	288
L.9 NEGOTIATIONS/DISCUSSIONS.....	288
L.10 Exclusion of Quotes and Communications	288
SECTION M - EVALUATION FACTORS FOR AWARD	300
M.1 GENERAL INFORMATION	300
M.2 EVALUATION CRITERIA.....	300
M.3 EVALUATION METHODOLOGY	300

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this award is to provide message development services and media training on the developed messaging for the MCC CEO and Deputy CEO

B.2 CONTRACT TYPE

This is a firm-fixed price (FFP) contract. For the consideration set forth in the contract, the Contractor shall provide the deliverables described in Section C and comply with all contract's requirements.

B.3 SCHEDULE OF SERVICES AND PAYMENT SCHEDULE

The Total Price of this contract is \$ TBD.

The maximum dollar value awarded to the contractor cannot exceed the Ceiling Price.

The Contractor shall furnish all personnel required to provide the services in accordance with Section C- Descriptions/Specifications/Statement of Work, and the terms and conditions herein. The total price includes labor and other direct costs to perform all required services.

CLIN	Items	Q-ty	Unit	Total Price	Payment Amount
0001	Written message framework and training for MCC's CEO and Deputy CEO using the developed framework.	1	Unit	\$TBD	\$TBD
	TOTAL PRICE			\$TBD	

The Contractor shall furnish all personnel, facilities, equipment, supplies, transportation, and other services required to provide services to the MCC in accordance with Section C, Statement of Work, and the terms and conditions contained herein. The Total Contract Price includes labor and other direct costs to perform all required services.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC) is a U.S. Government corporation whose mission is to provide assistance that will support economic growth and poverty reduction in carefully selected countries that demonstrate a commitment to just and democratic governance, economic freedom, and investments in their citizenry. For more information on the MCC, please visit www.mcc.gov.

Created by the U.S. Congress in January 2004 with strong bipartisan support, MCC is changing the conversation on how best to deliver smart U.S. foreign assistance by focusing on good policies, country ownership, and results.

C.2. BACKGROUND

MCC has a requirement for a contractor to provide message development services and media training on the developed messaging for the MCC CEO and Deputy CEO.

C.3 SCOPE OF WORK and TASKS

Scope:

The contractor shall:

- Hold internal discussions with MCC senior staff, conduct research on the field in which we operate, and potentially consult with external stakeholders, to inform development of agreed-upon agency messaging.
- Develop concise, top-line agency messaging as well as high-level messaging for several of the agency's key focus areas.
- Train MCC's CEO and Deputy CEO for media engagement using the developed messages.

Specific objectives:

- To refresh and focus MCC messaging agency-wide, with an eye toward the future, consistent with the agency's five-year strategic plan.
- To establish internal consensus and provide senior staff guidance on agency-wide messaging.
- To produce concise, agreed-upon messaging that MCC staff can internalize and use to promote MCC to external audiences.
- To improve MCC message delivery among senior staff, particularly in engagement with media.

Technical Task / Service Area Performance Requirements

- Collect input from MCC senior staff, and potentially external audiences, to determine the most effective and impactful MCC messaging the agency can deliver to external audiences.
- Produce a concise and effective message framework that will guide MCC staff on message delivery.
- Train MCC's CEO and Deputy CEO for media engagement using the developed messages, including hands-on interview practice.

State end results/deliverables - Customer/Professional Services

- Contractor shall collect complete and thorough feedback from MCC senior staff, and potentially external stakeholders, to inform message development.
- Contractor shall provide a clear, concise written message framework, including top-line agency messaging and high-level messaging for key focus areas.
- Contractor shall deliver training for MCC's CEO and Deputy CEO for media engagement using the developed messages.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996

E. 2 Deliverables Acceptance Criteria

Deliverables are associated with the tasks identified above. All required documents are to be submitted in English in electronic copy using WINDOWS based MS-Office products including WORD for text, data tables in EXCEL, appropriate MS-Office 2010 programs for exhibits, and schedules using MS-Project. Files containing graphs, flowcharts or diagrams should be submitted in PDF printable version. Digital photo files should be submitted in JPG format. GIS data should be submitted in PDF printable files. Presentations should be prepared with PowerPoint.

Acceptance Criteria:

The deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the tasks specified.
- Quality and clarity of analyses and work produced.
- Timeliness and efficiency of communications with relevant counterparts at MCC, MCA, and other relevant organizations.
- All reports should be written in English with no errors and be well formatted.
- MCC reserves the right to review draft reports, plans and analysis two weeks before the due date and provide comments before it is finalized.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE AND LEVEL OF EFFORT

The total period of performance for the contract is 3 months from date of the award.

F.3 TRAVEL REQUIREMENTS

Travel is authorized from the company's headquarters to Washington DC if needed.

F.4 PLACE OF PERFORMANCE

All work under this contract will be completed in US. The place of performance is at the location of the contractor's headquarters, travel to MCC office and one potential workshop site might be required.

F.5 DELIVERABLES

SUMMARY of DELIVERABLES AND ESTIMATED SCHEDULE

At a minimum, the following deliverables will be required:

- Contractor shall collect complete and thorough feedback from MCC senior staff, and potentially external stakeholders, to inform message development.
- Contractor shall provide a clear, concise written message framework, including top-line agency messaging and high-level messaging for key focus areas.
- Contractor shall deliver training for MCC's CEO and Deputy CEO for media engagement using the developed messages.
-

These are estimated deliverables and the contractor will be provided with the technical directions regarding deliverables from the COR.

F.6 MCC TECHNICAL DIRECTION

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract, and any resulting Contract.

(b) The COR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral direction in writing within five workdays.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—
- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 MCC 52.201-70 Contracting Officer's Representative (COR) and/or Project Monitor (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: mcc_accounting_ibcdenver@ibc.doi.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

Interior Business Center

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

- (1) Name, address and telephone of the Contractor
- (2) Date of invoice and invoice number
- (3) Contract number (including number and contract line item(s)) also modification number, if applicable
- (4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)
- (5) A schedule depicting the following information:

Amount Invoiced	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract
-----------------	----------------------------	------------------------------	-------------------------------

This Period			

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is:
mcc_accounting_ibcdenver@ibc.doi.gov.

G.3 ACCEPTANCE AND APPROVAL

The COR and PM must accept and approve all deliverables before payment may be made.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[Signatory]

Contract Administrator

Date

H.2 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this contract shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

 [Signatory]

 Contract Administrator

 Date

H.3 MCC 52.232-73 Travel Reimbursement (MAY 2013)

Policy. When authorized as part of the Scope of Work on this contract/order and within the contract/order ceiling and as approved by the Contracting Officer's Representative (COR) and/or other MCC officials as described below, travel expenses incurred in performance of technical directives issued under this contractor/order may be reimbursed as allowed by the Federal Travel Regulations (FTR) in effect at the time of travel. MCC's supplemental policy interpretations are derived from the FTR and cannot grant additional benefits or adjust processes defined in the FTR. Supplemental policies of MCC set forth below:

a) Traveler Responsibilities. All contractor travelers must:

- 1) Exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business;
- 2) Travel in accordance with the FTR and the MCC policies included in this document; and
- 3) Pay any charges or fees associated with non-compliance of FTR or any MCC policies included in this document, and any expenses incurred for personal convenience. For example, the traveler may become personally responsible for travel costs associated with unauthorized use of other than coach class accommodations, failing to follow the Fly American Act requirements, exceeding per diem rates, changing departure or return flights, purchasing unapproved items, etc. regardless of the fact that travel arrangements may have been booked by others (e.g., Travel Agency).

b) Cabin Class Standards

- 1) The standard cabin class for contractor air-travel is coach class, regardless of destination or travel time.
- 2) Coach "premium" class may be authorized for destinations which have a travel time of more than 14 hours, consistent with the Federal Travel Regulations and the approval standards outlined in paragraph (f) of this document.
- 3) Business class travel accommodations will NOT be authorized except as determined through the approval process outlined in paragraph (f) of this document. This approval process is considered to be exceptional, to be part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time.

c) Airlines and Flights. In accordance with the Fly America Act, contractors must use a U.S. flag air carrier service for all travel funded by the government beginning or ending in the U.S. unless a specific exemption to the "Fly America" rule applies. Flights on U.S. air carrier pairings with foreign carriers (i.e., code share flights) are regarded as meeting Fly America requirements if the ticket is issued on the American carrier and there is an American carrier flight number.

d) Limitations. Travel reimbursement, which is part of ODC, shall not exceed the authorized ODC amount on the contract. To be reimbursable, the travel expenses must be:

- 1) Allowable under the FTR and the provisions of this contract/order and associated technical directives;
- 2) Approved prior to travel expenditure by the COR; and
- 3) Allocable and necessary for performance of this contract/order and associated technical directives.

e) Reimbursement Requests. Travel reimbursement requests must be submitted in sufficient time for the COR to give prior approval, and must identify:

- 1) The name of the traveler.
- 2) Destination (s) including itinerary.
- 3) Purpose of the travel; and
- 4) Cost breakdown.
- 5) To be reimbursed, invoices including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses

invoiced when the expenditure is \$75.00 or more. MCC reserves the right to request evidence of any travel expense paid.

f) *Approvals.* All travel expenses, including rental cars, must be approved by the MCC COR in writing in advance of booking any travel and incurring travel expenses. The following expense types require additional MCC pre-approvals beyond that of the COR. These additional approvals and associated justifications will be documented in writing:

1) Business class

Business class travel is considered to be exceptional, to be determined as part of a trip by trip analysis, and at the discretion of the government regardless of the destination or travel time. To reflect the exceptional nature of this approval, the justification for use of business class must be prepared by the COR and approved in writing by the relevant Managing Director or Deputy Vice President of the organization requesting the contractor to travel. The single exception to requiring this justification and approval for every trip in question is when a State Department approved medical accommodation has been granted. In this case, the approval of the COR and the Contracting Officer only is required after verifying that the medical accommodation is effective for the trip in question and that sufficient funds are available. All justifications must verify that the contractor is required to report for duty the following day or sooner, that the travel time for the trip is at least 14 hours, and that a rest stop will not be taken en route. For audit purposes, all justifications and approvals to this effect must be retained by the COR and the contractor until contract closeout at which point all documentation must be provided to the Contracting Officer for incorporation in the contract file. Below are possible justifications supporting these exceptional requests:

A) Medical accommodation – MCC has engaged the services of the U.S. Department of State’s Office of Medical Services (MED/DP) for adjudication on requests for medical accommodations due to disability. MCC will facilitate this process but will not adjudicate disputes or appeals in connection with these requests. If the Department of State’s policies for reviewing these requests changes, MCC will be responsible for notifying contractors of the change but will not be responsible for providing an alternative for medical accommodation requests. For detailed procedures see Attachment: Medical Accommodation Procedures.

B) Sanitation/Health – Coach accommodations on an authorized/approved foreign air carrier do not provide adequate sanitation or health standards.

C) Savings – Flying in non-coach status would involve significant cost savings to MCC when compared to the lowest price non-refundable or restricted coach class fare.

D) Availability - No space is available in coach-class accommodations in time to accomplish the mission, which is urgent and cannot be postponed. (Note: this justification should not be used based on the lack of advanced planning by the contractor or the COR).

E) Security – Exceptional security circumstances require other than coach-class airline accommodations.

F) Mission critical agency requirement – circumstances in which a critical agency priority or project will incur delay or degradation without the intervention of a contractor and that intervention urgently requires other than coach class ticketing.

2) Coach “premium” class

Must be approved by the COR, subject to the availability of funds on the contract/order, and:

A) The origin and/or destination are OCONUS; and

B) The scheduled flight time including non-overnight stopovers and change of planes, is in excess of 14 hours. Scheduled flight time is the flight time between the originating departure point and the ultimate arrival point including scheduled non-overnight time spent at airports during plane changes. Scheduled non-overnight time does not include time spent at the originating or ultimate arrival airports. And;

C) The contractor is required to report to duty the following day or sooner; and

D) The contractor does not take a rest stop en route or a rest period upon arrival at the duty site.

3) Rest Stops – must be approved by the COR and cannot exceed 24 hours.

NOTE: Travelers may upgrade flight accommodations at their own expense or through the use of frequent flyer miles if the coach airfare is upgradeable at no extra cost to MCC.

H.4 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of MCC and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of MCC. All findings, conclusions and recommendations shall be considered confidential and proprietary. MCC plans to make all deliverables produced under this contract public.

H.5 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all technical and administrative support and logistics required to fulfill the requirements of this Contract. These shall include all travel arrangements, visas, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.6 MCC 52.242-70 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) REGISTRATION (AUG 2011)

The Millennium Challenge Corporation (MCC) utilizes the Contractor Performance Assessment Rating System (CPARS) to evaluate contractor performance (see FAR, Subparts 42.1502 and 42.1503). Contractors doing business with MCC are required to register in CPARS accessible via the Internet at: <http://www.cpars.csd.disa.mil/cparsmain.htm>. An evaluation of contractor performance using the CPARS is mandatory for all contract actions exceeding \$150,000, but may be conducted for contract actions lower than that amount should significant events occur such as a contract termination or extraordinary contract performance by the contractor. Inquiries regarding the registration process should be addressed to the CPARS help desk. The email address is WEBPTSMH@NAVY.MIL and the telephone number is (207) 438-1690.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions.	Jan 2012
52.203-2	Certificate of Independent Price Determination.	Apr 1984
52.203-3	Gratuities.	Apr 1984
52.203-5	Covenant Against Contingent Fees.	Apr 1984
52.203-7	Anti-Kickback Procedures.	Oct 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Oct 2010
52.203-16	Preventing Personal Conflicts of Interest	Dec 2011
52.209-5	Certification Regarding Responsibility Matters.	Apr 2010
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Dec 2010
52.209-7	Information Regarding Responsibility Matters.	Feb 2012
52.210-1	Market Research.	Apr 2011
52.214-34	Submission of Offers in the English Language.	Apr 1991
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications.	Aug 2011
52.215-14	Integrity of Unit Prices.	Oct 2010
52.215-19	Notification of Ownership Changes.	Oct 1997
52.216-24	Limitation of Government Liability.	Apr 1984
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products.	Feb 2001
52.222-29	Notification of Visa Denial.	Jun 2003
52.225-14	Inconsistency Between English Version and Translation of Contract.	Feb 2000
52.225-17	Evaluation of Foreign Currency Offers.	Feb 2000

52.227-14 Rights in Data—General.	May 2014
52.227-17 Rights in Data—Special Works.	Dec 2007
52.229-6 Taxes—Foreign Fixed-Price Contracts.	Jun 2003
52.232-1 Payments.	Apr 1984
52.232-25 Prompt Payment.	Oct 2008
52.233-1 Disputes.	Jul 2002
52.233-2 Service of Protest.	Sep 2006
52.237-7 Indemnification and Medical Liability Insurance.	Jan 1997
52.242-1 Notice of Intent to Disallow Costs.	Apr 1984
52.242-2 Production Progress Reports.	Apr 1991
52.242-13 Bankruptcy.	Jul 1995
52.243-1 Changes—Fixed Price.	Aug 1987
52.243-7 Notification of Changes.	Apr 1984
52.246-2 Inspection of Supplies—Fixed-Price.	Aug 1996
52.246-4 Inspection of Services—Fixed-Price.	Aug 1996
52.246-25 Limitation of Liability—Services.	Feb 1997
52.247-63 Preference for U.S.-Flag Air Carriers.	Jun 2003
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984
52.249-2 Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-8 Default (Fixed-Price Supply and Service).	Apr 1984

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☒ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☒ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☒ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.5 52.227-23 RIGHTS TO QUOTE DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the Quote dated upon which this contract is based.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENT 1: SAMPLE PRICE TEMPLATE

The budget must be presented in the format below:

CLIN	Items	Unit	Q-ty	Price	Total
	Labor				
	Written message framework and training for MCC's CEO and Deputy CEO using the developed framework.				
	Subtotal Labor				
	ODC				
	Airfare				
	Per Diem, etc.				
	Communication				
	Misc				
	Other related categories				
	Subtotal ODC				
	Indirect Costs				
	Fee (if any)				
	TOTAL Price				

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF QUOTERS

FAR 52.204-19 - INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

Representations and certifications will be in accordance with contractors Systems Award Management (SAM) records. The Quoters must have an active registration in SAM at the time of the Quote is due.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price (FFP) contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:
 Millennium Challenge Corporation
 CGM
 875 Fifteenth St., NW
 Washington DC 20005
 Mailing Address:
 Millennium Challenge Corporation
 CGM
 875 Fifteenth St., NW
 Washington DC 20005

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 ELIGIBILITY REQUIREMENTS

All US and non-US companies are eligible to apply to this RFQ.

L.5 RFQ FORMAT

The **electronic Quote** shall be prepared so that if the quote is printed it meets the following format requirements:

- 8.5 x 11 inch paper, with the exception of charts (such as MS-Project) that can be presented on folded 11 x 17 pages, if needed
- Single-spaced typed lines, including figures glossaries
- 1 inch margins
- 12-point (Times New Roman font) in the text and
- 10-point (Times New Roman font) for all tables
- In Microsoft Word, Excel, no PDF files will be accepted
- All quote pages must be numbered

L.6 ELECTRONIC COPY SUBMISSION

- a. The electronic text shall be in Microsoft Word 2010 or later (.doc or .docx), uncompressed files. A directory identifying the file names and contents of each file shall accompany the submission. The price information shall be submitted as a separate file.
- b. The electronic versions of spreadsheets shall be in Excel 2010 or later (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. The quoters shall not establish links within these files.
- c. All proposal data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software.

L.7 PROPOSAL PREPARATION & INSTRUCTIONS

L.7.1 GENERAL INSTRUCTIONS

The U. S. Government anticipates awarding one contract as a result of this Solicitation.

MCC reserves the right to award multiple, one or no awards under this solicitation.

Proposal shall be submitted in three volumes: Volume I – Technical Capability, Volume II – Past Performance, and Volume III – Price. (NOTE: Volumes I and II can be combined).

- a) RFQ Instructions. If a quoter does not follow the instructions set forth herein, the Quote may be eliminated from further consideration or the Quote may be down-graded and not receive full or partial credit under the applicable evaluation criteria. If a quoter does not understand the instructions in this Solicitation, then it should write to the contracting officer for clarification sufficiently in advance of the deadline for the receipt of Quotes in order to obtain an answer in time to meet that deadline.
- b) Accurate and Complete Information. Quoters must set forth full, accurate and complete information as required by this RFQ. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- c) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFQ and prospective contract:
 - (1) Submission of proposed prices as required by Section B of this RFQ;
 - (2) Completion of the "Representations, Certifications, and Other Statements of Quoters" in Section K; and
 - (3) Submission of information required by Section L or any other section of this RFQ. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful quoter to the terms and conditions of the prospective contract. Quoters shall follow the instructions contained in this RFQ and supply all information and signature/certifications as required.

Quote Preparation Costs. The U.S. Government will not pay for any Quote preparation costs.

Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed prices as required by Section B of this RFQ;
- (3) Submission of information required by Section L or any other section of this RFQ. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful quoter to the terms and conditions of the prospective contract.

Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

L.7.2 Volume I – Technical Capability

- d) The Contractor should submit a **technical proposal of not more than 13 pages** (1+7+5) see split below) (8.5 x 11 inches, 1 inch margins, Times New Roman, 12 point font, single spaced) as well as CVs for all proposed team members. Charts, graphs, resumes and CVs of Personnel may be included in an appendix to the technical quote

without a page limit but need to be reasonable. Cover pages, dividers, table of contents do not count against the limitation. The CVs of Key Personnel should be limited to 4 pages each.

- e) The technical proposal shall address the requirements in the SOW and will be evaluated based on the evaluation criteria. Pricing information must not be included in any part of the Volume I. The technical proposal should highlight the approach and highlight experience in conducting similar work.

Technical Proposal Format

Cover Page (1 page) – Title, names of organization submitting proposal, contact person, telephone and fax numbers, address and email. The proposal shall include a cover letter signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation and amendment(s). It shall state: Proposal validity for 30 days after submission. Names and telephone numbers of persons authorized to conduct negotiations shall be clearly identified.

Technical Narrative (not to exceed 5 pages, can be less if needed): The narrative section of the proposal should address the Contract results and activities outlined in Section C.

The Scope of Work (SOW) identifies the tasks and results as well as key areas in which expertise will be required. It must be realistic and result in an evaluation and design within budget.

All personnel must be identified at the time of award due to the short period of performance.

L.7.3 Volume II - Past Performance (max 5 pages)

The Contractor shall provide three (3) examples of relevant tasks, or directly related to the technical requirements of the Statement of Work similar in size, scope, and complexity to the Statement of Work, performed as a prime contractor or subcontractor within the past five years of the date of this solicitation.

The Proposal shall include the following matrix for each project submitted:

Contract/Task Order/Call Order Number	Period of Performance (base and options)	Contract/Task Order/Call Order Value
Technical POC		
Name	Email	Tel. Number
Contractual POC		
Name	Email	Tel. Number
Project Description		
Relevance to integrated water resources management, grassroots participatory land use / water resources management planning, durable property rights, value chain strengthening and related fields		

The Past Performance volume shall be limited to 5 pages. **Pricing information must not be included in any part of Volume II - Past Performance Volume.**

L.7.4 Volume III – Business Proposal

(a) Part 1 - Standard Form (SF) 1449

The contractor must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 1449, "Solicitation, Offer, and Award"], with blocks 12 through 30c completed, with an original signature of a person authorized on behalf of the contractor to sign the offer.

(b) Part 2 - Proposed Prices

This section consists of:

1. Budget summary in Excel format with open formulas for CLIN in Section B.

2. Detailed budget/prices with details in Excel format with open formulas for CLIN in Section B. See the template provided in Attachment J.1
3. Budget narrative in Microsoft Word format with the explanation for the prices provided.

PDF files will not be accepted.

The quoters must submit a detailed budget narrative that supports item for item the prices proposed in its detailed budget. The budget narrative should describe the nature of individual price items proposed and include a description of the source of that particular cost estimate (historical experience with the price item, catalogue price, vendor price quotes, etc.).

The Contractor must follow the Attachment J.1 – Sample Price Template for the Price Proposal submission.

Labor: Quoters shall provide labor rates for all labor categories that are expected to be used in the performance of the contract.

Other Direct Costs (ODC's): The Quoter shall provide breakdown in ODCs. The schedule shall provide a detailed itemization of each ODC. An explanation and basis shall be provided for each item of "Other Direct Cost" proposed, such as travel, per diem, visas, materials, reproduction costs, etc.

L.8 PROPOSAL SUBMISSION INSTRUCTIONS

The complete proposal is required to be submitted via e-mail only and in accordance with Section L and sent to Ayla-Rebeka Brooks at brooksac@mcc.gov.

THE QUOTE SENT ELECTRONICALLY SHALL STATE "MCC-15-RFQ-0122 CPA Messaging Activity."

Proposal are due no later than 2:00 p.m. Eastern Daylight Time (EDT) on September 9, 2015.

Questions regarding this RFQ should be addressed to Ayla-Rebeka Brooks brooksac@mcc.gov and must be submitted in writing. The deadline for the questions is **10.00 a.m. Eastern Daylight Time (EDT) on September 4, 2015**. Phone calls will not be accepted.

All electronic copy submissions should comply with the FAR in regards to timeliness.

For Quotes submitted by email, respondents are encouraged to request a return receipt. Please acknowledge receipt of this email.

Quoters are responsible for ensuring timely delivery of Quotes.

NOTE: In the event of an MCC Shutdown, the Contracting Officer will consider extending the deadline for Quotes. This determination will be made by the Contracting Officer following the re-opening of MCC.

L.9 NEGOTIATIONS/DISCUSSIONS

The Government reserves the right to award without negotiations/discussions. Therefore, Contractors are encouraged to submit sound technical quotes supported by competitive pricing.

Contractors are cautioned that failure to provide all the required information may deem their offer non-responsive and may result in elimination of the Contractor from further consideration for award.

L.10 Exclusion of Quotes and Communications

At any time prior to award, including upon receipt of quotes, the Government may exclude a quote from further consideration for reasons such as (but not limited to): non-compliance with instructions related to this solicitation; the quote is not among the most highly rated; or the quote is not likely to be selected for award. The Government need not notify a Quoter that its quote has been excluded from further consideration nor need it provide the Quoter with a pre-

award debriefing. However, the Quoter will be provided post-award notification and if requested, a brief explanation of the basis for the award decision.

After receipt of quotes, the Government will conduct an evaluation. However, during the evaluation process, the Government may, solely at its discretion, communicate with a Quoter for any purpose, such as to gain a better understanding of the quote. As a result of such communication, the Government may allow Quoters to submit quote revisions. If quote revisions are allowed, the Government may, solely at its discretion, impose non-common due dates for the revisions. In other words, the Government may elect to have a quote revision date for a Quoter that is different than the quote revision date for another Quoter(s). The Government need not conduct communications with all Quoters. Rather, the Government may, at its discretion, conduct communications with one or only some Quoters. Furthermore, the Government need not permit all Quoters to submit quote revisions. Rather, the Government may, at its discretion, seek quote revisions from only one or only some Quoters.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

The Government intends to award a single contract on a best value basis that is determined to be the most advantageous to the Government, price and other factors considered. The quoters are cautioned that an award may not necessarily be made to the lowest price quote. However, if non-price factors are evaluated as comparatively equal between two or more quotes, price may become a determinative factor. The Government reserves the right to award without discussion; therefore it is incumbent upon all quoters to submit their best quote.

M.2 EVALUATION CRITERIA

All quotes will be evaluated based on the evaluation factors listed below. Award will be made to the Quoter whose offer is the most advantageous to the Government and provides the best value and based on FAR 13.106-2. After the final evaluation of the Quotes, the Contracting Officer will make the award to the quoter whose Quote offers the best value to the Government, considering both technical and cost factors. When combined, non-price factors are more important than price.

The criteria below are presented by major category in descending order of importance, (1) Technical Capability and Personnel; (2) Past Performance; (3) and Price. When combined, non-price factors are more important than price. The Government reserves the right to award without discussion.

(1) Technical Capability, Personnel, and Timeframe

- Clear evidence of the level of the contractor's experience in conducting similar assignments and delivering quality work
- Demonstrated approach and effectiveness in developing U.S. Government agency messaging, particularly in the development space, that captures an agency-wide perspective, is simple and clear to digest, sets MCC apart, and grabs the attention of external target audiences.
- The contractor must be able to produce final and approved messaging product by December 30, 2015.

(2) Past Performance

Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance standards. Previous performance of key staff and the contractor in delivering quality and timely work.

(3) Price

The Government will evaluate each Quoter's business quote in terms of fairness and reasonableness and completeness and consistency with Section C.

M.3 EVALUATION METHODOLOGY

The Government will analyze the quote and will assess the advantages and disadvantages as related to the Evaluation Factors above.